

(B) WHEN NOTICE NOT REQUIRED.

THE 60-DAY NOTICE IS NOT REQUIRED IF AT THE TIME OF TERMINATION OR CANCELLATION OF THE MARKETING AGREEMENT ANY OF THE FOLLOWING IS PROVEN:

- (1) CRIMINAL MISCONDUCT;
- (2) FRAUD;
- (3) ABANDONMENT;
- (4) BANKRUPTCY OR INSOLVENCY OF THE DEALER;
- (5) ADULTERATION OF PRODUCT; OR
- (6) GIVING A CHECK WHICH IS DISHONORED FOR INSUFFICIENT FUNDS.

(C) NOTICE BY REGISTERED OR CERTIFIED MAIL.

IF NOTICE IS GIVEN BY REGISTERED OR CERTIFIED MAIL, IT SHALL BE EFFECTIVE ON THE DATE OF MAILING.

REVISOR'S NOTE: This section presently appears as Art. 23, §167H.

Reference to "registered" mail is added for purposes of clarity and emphasis. This is in accord with Art. 1, §20 of the Code, which generally permits the use of either registered or certified mail as alternates to each other.

In subsection (b) (6), the present phrase "a dishonored nonsufficient fund check" has been changed to conform to the terminology of the U.C.C.

The only other changes are in style.

With respect to notice of intended non-renewal of a marketing agreement, see §11-304(f).

11-307. REMEDIES.

ANY PERSON WHO VIOLATES ANY PROVISION OF THIS SUBTITLE IS LIABLE FOR DAMAGES CAUSED BY THE VIOLATION AND IS SUBJECT TO THE OTHER LEGAL OR EQUITABLE REMEDIES AVAILABLE TO THE PARTY INJURED BY THE VIOLATION.

REVISOR'S NOTE: This section is new language derived without substantive change from the provisions presently appearing as Art. 23, §§ 167-I and 167F.